

AGREEMENT

between

UNITED STATES ARMY

INFORMATION SYSTEMS COMMAND, 516TH SIGNAL BRIGADE, 30TH SIGNAL BATTALION

and

INTERNATIONAL BROTHERHOOD

OF ELECTRICAL WORKERS - AFL-CIO

LOCAL 1186

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PREAMBLE

This Agreement is made by and between the Commander; U.S. Army Network Enterprise Technology Command/9th Army Signal Command, 516th Signal Brigade, 30th Signal Battalion, hereinafter referred to as the "Employer" and Local Union No. 1186, International Brotherhood of Electrical Workers, AFL-CIO, hereinafter referred to as the "Union." In the administration of this agreement, it is understood by the parties that references to specific representatives of the Employer do not bind management to assign particular tasks to specific individuals. Rather, this wording simply has memorialized an existing practice without any intent to restrict the statutory right of the agency to assign this function to other personnel. Such specific references create only an obligation that a representative of the agency, designated by the agency, will perform such tasks.

WHEREAS, the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them

- a. Safeguards the public interest;
- b. Contributes to the effective conduct of public business; and
- c. Facilitates and encourages the amicable settlement of disputes between employees and their employers involving conditions of employment; and

WHEREAS, the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government;

THEREFORE, it is the purpose of this Agreement to prescribe certain rights and Obligations of the employees of the Federal Government.

ACCORDINGLY, the parties hereto agree as follows:

ARTICLE 1 - EXCLUSIVE RECOGNITION AND UNIT DESIGNATION

SECTION 1. The Employer recognizes the Union as the exclusive representative for all eligible employees within the recognized Unit outlined in Section 2, and shall be entitled to act for and to negotiate agreements covering said employees.

SECTION 2. This Agreement applies to all nonsupervisory Classification Act and Wage Grade employees assigned to the S4 Supply and Logistics Division, 30th Signal Battalion, Hawaii.

Specifically, it applies to such employees of the Battalion S-4 Supply and Logistics Division. Excluded are all other employees and those excluded under the provisions of law.

ARTICLE 2 - PROVISIONS OF LAW AND REGULATIONS

In the administration of all matters covered by this agreement, officials and employees are governed by existing or future laws; by published Government-wide, Department of Defense and Army regulations in existence at the time the agreement was approved, by subsequently published regulations required by law, or by subsequently published Government-wide DOD or U.S. Army regulations required by decisions of appropriate authorities.

ARTICLE 3 - RIGHTS OF THE UNION

SECTION 1. The Union, as representative of the employees in the Unit, shall have the right to present its views to the Employer either orally or in writing on any matter of concern which is appropriate for consultation or negotiation according to Article 6 of the Agreement, and, if either party so requests, the Employer and the Union agree to meet at a mutually convenient time in an effort to resolve the matter which created the concern.

SECTION 2. The Employer will keep memorandums for record of formal meetings between management officials and the Union representatives indicating dates, those in attendance, and subjects, nature of discussions, and decisions reached, unless the parties mutually agree in advance that memorandums of the meetings are not necessary. The Employer agrees to furnish a copy of said memorandums to the Union. The Union has the right to reply to the memorandum within 14 calendar days after receipt. Attendance by Union representatives who are Department of the Army employees at such meetings shall be limited to the Chief Steward(s) and any specific steward and/or employee who is directly concerned with the subject matter.

SECTION 3. The Union shall be given the opportunity to be represented at:

- a. Any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment.
- b. Any examination of an employee in the unit by a representative of the agency in connection with an investigation if:

(1) The employee reasonably believes that the examination may result in disciplinary action against the employee, and

(2) The employee requests representation. Further, the employer shall annually inform unit employees of the above rights.

ARTICLE 4 - RIGHTS OF THE EMPLOYER

SECTION 1. The Employer retains the right to determine the mission, budget, organization, number of employees, and internal security practices; and, in accordance with applicable laws:

a. To hire, assign, direct, lay off, and retain employees; suspend, remove, reduce in pay or grade, or take other disciplinary action against employees;

b. Assign work, make determinations with respect to contracting out, and determine personnel by which operations will be conducted;

c. With respect to filling positions, make selections from among properly ranked and certified candidates for promotion or from any other appropriate source; and

d. Take whatever actions may be necessary to carry out the Employer's mission during emergencies.

SECTION 2. In exercising the authority to make rules and regulations relating to personnel policy, practices, and working conditions, the Employer shall have due regard for the obligation to consult and/or negotiate with the Union as required by applicable law. Nothing in this section shall preclude the Employer and the Union from consulting and/or negotiating:

a. At the-election of the Employer, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

b. Procedures which management officials of the Employer will observe in exercising any authority under this section; or

c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

ARTICLE 5 - RIGHTS OF EMPLOYEES

SECTION 1. The Army recognizes the right of employees to organize and express their views collectively or to refrain from such activity. It is agreed that employees in the Unit shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join, and assist any labor organization, or to refrain from such activity. Nothing in this Agreement shall require an employee to become or remain a member of the Union, or to pay money to it, except pursuant to a voluntary written authorization by a member for the payment of

dues through payroll deductions. The freedom of such employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union representative, including presentation of its views to officials of the Executive Branch, the U.S. Congress, or other appropriate authority, except when participation in the management of a labor organization or acting as a representative of such an organization by an employee would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with the official duties of the employee.

SECTION 2. Each employee, regardless of whether he is a member of the Union, shall have the right to bring matters of personal concern to the attention of appropriate officials under applicable law, rule, regulations, or established Department of the Army policy, and the provisions of this Agreement.

SECTION 3. The Employer shall take such action consistent with law as may be required in order to assure that employees are apprised of the rights described in this section, and that no interference, restraint, coercion, or discrimination is practiced to encourage or discourage membership in any labor organization.

SECTION 4. The Employer agrees that all provisions of this Agreement shall be applied fairly and equitably to all employees in the Unit.

SECTION 5. The Union and Employer agree that resolution of matters arising between employees and Employer be accomplished as informally as possible and at the lowest level of supervision practicable.

ARTICLE 6 - MATTERS APPROPRIATE FOR CONSULTATION OR MID-AGREEMENT NEGOTIATION

SECTION 1. It is agreed that matters appropriate for consultation or negotiation between the parties include personnel policies, practices, and matters relating to conditions of employment when such policies, practices, and matters are within the discretion of the Employer, including but not limited to such matters as safety, training, labor-management cooperation, employee services, methods of adjusting grievances, appeals, leave, promotion plans, demotion practices, pay practices, reduction in force procedures, and hours of work. These matters relate to policy determinations which are within the discretion of the organization commander.

SECTION 2. It is further recognized that this Agreement is not all-inclusive and the fact that certain working conditions have not been specifically covered in the Agreement does not limit the responsibility of either party to consult with the other on matters defined in Section 1 above. It is further agreed that the Employer will consult with the Union and/or meet at reasonable times to consult with respect to current and future implementation of policies and practices concerning these matters, so far as may be appropriate, subject to law and policy or regulatory requirements of higher command headquarters. It is intended that consultation with the Union will include mutual discussion and an exchange of views in an attempt to reach the best possible implementation of such personnel policies and practices. If a negotiable issue develops and the Union seeks to negotiate, the provisions of Section 3 of this Article will pertain.

SECTION 3. It is agreed that matters appropriate for mid-agreement negotiation between the parties include changes in established personnel policies, practices, and matters relating to working conditions when such policies, practices, and matters are within the discretion of the Employer, not including those matters reserved as management's rights by law, and those contained in Article 4 of this Agreement. Opportunity for mid-agreement negotiations will be given for all negotiable matters related to the potential impact on employees resulting from changes in established personnel policies and practices and matters affecting working conditions when not limited by the foregoing or otherwise provided for by this Agreement. The opportunity for mid-agreement negotiations shall be met by providing the Union adequate notice (normally five to ten workdays) of the proposed change, and responding in good faith to any negotiable proposal(s) they may present. The Union agrees to act in a time and manner which will not unreasonably delay agency management in instituting necessary changes, or restrict the efficient, flexible conduct of mission. The Employer agrees to permit sufficient time, between notice to the Union and the projected date of change, to carry out a reasonable exchange and consideration of proposals with the Union.

ARTICLE 7 - UNION REPRESENTATION

SECTION 1. The Employer agrees to recognize the stewards and chief stewards designated by the union to represent employees covered by this Agreement. The Union agrees to furnish the Employer, in writing, and maintain on a current basis, a complete listing of its officers and stewards, showing the organizational segment in which the stewards are assigned representational responsibilities.

SECTION 2. The Union shall have the right to designate a chief steward who will represent all employees assigned to the Battalion S-4 Supply and Logistics Division, 30th Signal Battalion. Alternate stewards may be appointed by the Union to function in the absence of the designated steward.

SECTION 3. A reasonable amount of time will be authorized without loss of pay or benefits to permit the recognized Chief Stewards and Stewards to carry out their representational functions to employees within the Unit.

SECTION 4. When one of the above-mentioned representatives desires to leave his work area to transact appropriate business during work hours, he shall first obtain oral permission from his supervisor. Before departing for a shop or work area other than his own, the Union steward will first contact and obtain an appointment with the appropriate supervisor advising him of his desire. The supervisors involved will usually grant permission promptly in these instances, unless compelling work commitments dictate otherwise. If permission is denied in accordance with the provisions of this section, the supervisor will inform the Union steward of the reason for the denial and of when the Union steward can reasonably expect to leave his work area to make contact in another area. The Union steward shall notify his supervisor upon his return to his work assignment. Employees will request permission from the appropriate supervisor to meet with their assigned steward.

SECTION 5. Union representatives who are not employees of the Employer and who are acting as representatives in a grievance or appeal may see employees whom they represent at a place mutually agreeable to the supervisor and representative and shall be permitted to visit work areas in which grievances or complaints have arisen, subject to security and safety considerations. Union representatives will contact the appropriate Specialist of the Civilian Personnel Office to arrange meetings with management officials.

SECTION 6. The Employer agrees to cooperate with Union officials in the discharge of their responsibility to members of the Unit and recognizes all authorized activities of the Union and Unit members pursuant to the provisions of this Agreement and applicable law. Consistent with applicable laws and regulations, the Employer agrees that there shall be no discrimination against a Union official due to the performance of his appropriate duties.

SECTION 7. The Employer will grant up to sixteen (16) hours of official time per calendar year to employees who are representatives of the Union to attend Union sponsored training, which is of mutual concern to the activity and the employee in his capacity as a Union representative and where the activity's interest will be served by the employee's attendance. If additional justification is provided by the Union, additional time may be granted on a case by case basis at the discretion of management.

ARTICLE 8 - HOURS OF WORK

SECTION 1. A normal basic workweek shall usually consist of five consecutive eight-hour days, Monday through Friday, excluding not less than 30 minutes for a meal period each day. Changes to the basic workweek may be made in accordance with appropriate regulations. A period of seven consecutive days beginning at 0001 hours on Sunday and ending at 2400 hours the following Saturday constitutes an administrative workweek.

SECTION 2. Core work hours are defined as the periods during the workday, workweek, or pay period that are within the tour of duty during which, an employee must be present for duty regardless of their work schedule. Core work hours will be in accordance with published higher headquarters policy.

SECTION 3. With the approval of the employer, employees may participate in an Alternate Work schedule (AWS) in accordance with the 30th Signal Battalion Work Hours Policy. The workweek for employees participating in an approved Alternate Work Schedule (AWS) will be set forth in their approved AWS schedule and will not total more than 80 hours per pay period. An employee participating in an approved Alternate Work Schedule will only be allowed overtime or comptime for those hours in excess of the number of hours prescribed by their approved Alternate Work Schedule for a given day or week. Employees disapproved for participation in an AWS will be provided written documentation detailing management's reason for not approving the employee's AWS request. AWS will not be used by management as a reward or punishment.

SECTION 4. Basic workweeks, regular duty hours, and/or system(s) of rotation of work schedules will not be established or changed by management without prior notice to the Union

and reasonable opportunity for consultation and/or negotiation, as set forth in Article 6.

SECTION 5. Changes of employees' work schedules will normally be by written announcement at least two weeks in advance and will continue for at least two pay periods. Changes to employees' work schedules may also be made with less than two weeks notice if circumstances require it. When management knows in advance of an administrative workweek that the actual hours to be worked by an employee will differ from those scheduled, the administrative workweek will be rescheduled to reflect the actual hours to be worked. In such cases, the Union will be advised of the reasons for the change in schedule.

SECTION 6. When there are three eight-hour shifts and an overlapping of shifts is not feasible and time off for a normal meal period is not possible, a meal period of 20 minutes or less may be counted as time worked for which compensation is payable, providing the affected employee remains at his assigned worksite.

SECTION 7. The Employer may excuse an employee's occasional tardiness occurring within the first hour of a work shift in accordance with the allowable limits of applicable regulation when the Employer determines that the tardiness is the result of circumstances beyond the control of the employee. Such circumstances would include but are not restricted to unusually hazardous weather, traffic accidents, mechanical vehicular breakdown or failure, and acts of God. Tardiness which is not excused may be charged to annual leave or to absent without leave (AWOL);

ARTICLE 9 - OVERTIME

SECTION 1. With the exception of employees participating in an Alternate Work Schedule IAW Article 8, Section 3, overtime is work on duty performed in the Unit in excess of eight hours per day or 40 hours within the workweek. An employee in the Unit shall be paid overtime in accordance with applicable regulations and applicable provisions of the Fair Labor Standards Act.

SECTION 2. The Employer agrees that overtime work will be distributed in a fair, just, and nondiscriminatory manner among all employees in the Unit as far as the character of the work permits, giving due consideration to the physical demands of the work, personnel availability, skills, and safety. Overtime work shall not be assigned as a reward or penalty to employees.

SECTION 3. No classification act employee of the Unit who is covered by the FLSA shall be required to take compensatory time off during his regularly scheduled hours of work in the basic workweek in order to compensate for, or offset, overtime hours worked outside of his regularly scheduled workday or workweek. The provisions of this section, however, do not apply to those classification act employees whose rate of pay is in excess of the maximum rate of GS-10.

SECTION 4. The Employer agrees to make a reasonable effort to notify employees of overtime assignments at least four hours before the end of the shift preceding the overtime assignment.

SECTION 5. In case of a complaint regarding inequities in overtime distribution, the supervisor

shall make overtime records of the employee(s) involved available to the Union steward for review.

SECTION 6. An employee shall receive at least two hours overtime pay if he is called in to work on an overtime basis outside his scheduled hours of work, whether or not he is utilized for the full two hours.

ARTICLE 10 - ANNUAL LEAVE

SECTION 1. Employees shall earn annual leave in accordance with applicable laws and regulations.

SECTION 2. The Employer will schedule annual leave for vacation purposes for each eligible employee for the year during January. Employees will make a reasonable effort to adhere to the schedule. In establishing a leave schedule, the Employer will consult with each employee. Full consideration will be given each employee's one most preferred vacation period. When it is necessary to restrict the number of employees granted leave during a particular period, due consideration will be given to such factors as operating needs, skills availability, and elapsed time since the employee's return from his last leave. Where all other factors are judged to be substantially equal, the employee with greatest seniority will be given preference for the desired vacation period. Seniority means the length of service as a civilian with the Employer.

SECTION 3. Projected leave schedules will be maintained and made available to all employees on appropriate bulletin boards. The Employer will notify all employees of any changes from the projected leave schedule as far in advance as possible. An employee may request change in the projected leave schedule if mutually agreed upon by the employees concerned and the Employer.

SECTION 4.

a. An employee may be granted annual leave or leave without pay in case of death in the immediate family. The immediate family shall mean parents, spouse, and children of the employee.

b. Requests for annual leave for emergency or personal reasons will be considered on an individual case basis in accordance with applicable laws and regulations. When a request for annual leave has been denied, the employee will be notified in writing of the reasons for denial on the appropriate leave request form (OPM Form 71) and the requested leave will be rescheduled.

SECTION 5. Subject to supervisory approval, each employee has the right to take annual leave at the scheduled time.

SECTION 6. If, for any reason, the Employer schedules or effects a shutdown of activities, every effort will be made to provide work for employees not having annual leave to their credit.

ARTICLE 11 - HOLIDAYS

SECTION 1. All days designated by law, regulations, or Executive Order as holidays will normally be observed by the Employer. Management, however, reserves the right to assign work which is determined necessary to be performed on such holidays.

SECTION 2. The Employer further agrees that, upon reasonable request, employees scheduled to work may be excused from working on a holiday if another unscheduled qualified employee is available and willing to work.

SECTION 3. Any employee having annual leave to his credit may apply for leave on the employee's birthday or a religious holiday associated with the religious faith of the employee.

ARTICLE 12 - SICK LEAVE

SECTION 1. The Union joins the Employee in recognizing the insurance and retirement value of sick leave and agrees to encourage employees to conserve such leave so that it will be available to them in case of extended illness in the future and/or to improve retirement benefits under the Civil Service Retirement System (CSRS) or Federal Employees Retirement System (FERS).

SECTION 2. Employees shall earn sick leave in accordance with applicable statutes and regulations.

SECTION 3. Sick leave may be approved for employees when they are incapacitated for the performance of their duties because of sickness or injury. In addition, sick leave may be requested and may be granted for certain other circumstances in accordance with the provisions of applicable regulations (e.g., exposure to a quarantinable disease when supported by a properly completed doctor's certificate). Sick leave may also be granted under the Federal Employees Family Friendly Leave Act to care for members of the employee's immediate family, to attend funerals, and for other reasons included in the Act. An employee unable to report for work for one of these reasons shall notify his immediate supervisor, or in the absence of the supervisor an individual designated to act for him, within two hours after the beginning of his shift on the first day of absence. An employee who remains on sick leave from one week to another shall notify his supervisor on each Monday. In cases of sick leave of extended duration, a medical certificate may be required on a monthly basis, if necessary, to establish the employee's continued incapacity to return to duty. Notification will be made by the employee, unless he is physically incapable of such notification. In that case, he will have another responsible person perform the notification.

SECTION 4. Employees will be required to furnish a medical certificate to substantiate all absences on sick leave if such leave exceeds three consecutive workdays. Medical certificate will be submitted as soon as possible after the employee returns to duty. If the Employer has reason to believe that an employee is abusing his sick leave, a medical certificate may be required to substantiate absences of any duration. When the employee's record of sick leave significantly improves, this requirement will be removed. The requirement for a medical certificate will be reviewed at least semiannually and will be rescinded in writing when the

employee's sick leave record warrants. Sick leave records of the employee which are used by the supervisor in connection with this section will be provided to the employee and the employee's representative, if any, at the employee's request.

SECTION 5. Employees who are incapacitated due to serious disability or illness may be advanced a maximum of 30 days sick leave, provided all the following conditions are met:

- a. All available accumulated sick leave to the employee's credit is exhausted. Consideration should also be given to requiring the employee to use any annual leave he might otherwise forfeit. Such a consideration shall be applied on a fair and equitable basis to all employees of the Unit.
- b. The amount of sick leave advanced to an employee's account may never exceed 30 days at any time. The amount of sick leave advanced will not exceed an amount which the employee may reasonably be expected to subsequently earn.
- c. There must be a reasonable assurance that the employee will return to duty.

SECTION 6. Sick leave for medical, dental, or optical examination or treatment of an employee shall be requested in advance giving the date and time of the appointment. Whenever possible, employees are expected to schedule such appointment for nonwork days or hours.

SECTION 7. Except in emergency situations, employees who are injured on the job will report to Tripler Army Medical Center or the U.S. Army Health Clinic, Schofield Barracks for initial medical examination. If further medical care is necessary, the employee may continue with treatment at the Federal medical facility or may choose the services of a private physician.

SECTION 9. An employee who is injured on the job will be considered in a duty status, and will receive pay without charge to leave for the time required to obtain emergency treatment, to the extent that the time falls within his prescribed hours of work for that day. If, on the advice of the doctor, the employee does not return to duty, the employee ceases to be in a duty status from the time he leaves the medical facility and will be entered in sick leave, annual leave, or leave without pay status, as appropriate. In those cases covered by the Federal Employees' Compensation Act and which are determined by competent authority to fall within the provisions of an on-the-job traumatic injury, the employee will be carried in a duty status for the remainder of his shift for that day.

ARTICLE 13 - LEAVES OF ABSENCE

SECTION 1. Employees may be granted leave without pay in accordance with applicable laws and regulations. Such leaves of absence without pay shall not exceed a period of one year for each application.

SECTION 2. Unless the employee is needed elsewhere, the Employer recognizes the obligation to provide employment for an employee returning from a leave of absence to a job of like status and pay. The Employer also recognizes the bumping and retreat rights of an employee on

approved leave of absence without pay in situations where the employee has been affected by reduction in force action during his leave of absence. Employees in approved leave of absence without pay status shall accrue all rights and privileges in respect to retirement status and coverage under the Federal Employees Group Life Insurance and Federal Employees Health Benefits Programs as authorized by current regulations.

ARTICLE 14 - JOB CLASSIFICATION

SECTION 1. The Employer agrees to advise the Union when application of new standards and changes to published standards will affect employees of the Unit. In these circumstances, the Union will have the right to review the classification standards, job evaluation guides, and job evaluation statements developed and used by the Employer in establishment of new positions and evaluation of related positions.

SECTION 2. Questions of fact regarding an employee's job description normally will be resolved between the employee and his immediate supervisor. Where agreement concerning questions of fact regarding the job description cannot be resolved at a lower level, the Employer shall render a final decision regarding the matter. A final decision will be rendered not later than 45 calendar days after the employee first raised the question of fact with his immediate supervisor. The employee may be represented by the Union; however, he retains the right to represent himself or to select a personal representative of his own choosing.

ARTICLE 15 - PERFORMANCE APPRAISAL

SECTION 1. Normally, a written appraisal will be prepared for each employee at least once during each 12-month period.

SECTION 2. Current performance evaluations will be made known to each employee who has at least 120 days on the job and will be discussed with each employee prior to recording.

SECTION 3. The employer agrees that any meritorious performance recognition will be accorded solely on a merit basis.

SECTION 4. The employer agrees to make a reasonable effort to insure that the distribution of incentive awards is accomplished in a fair and equitable manner to deserving employees, as determined by the employer, in accordance with the objectives described in applicable local regulations.

SECTION 5. Performance standards, which the employer uses to evaluate individual productivity or performance, will be applied consistently.

SECTION 6. Performance standards will be discussed with the employee. Key points made of job expectations will be annotated on the performance plan and provided to each employee.

SECTION 7. Performance standards and job expectations will be discussed jointly between the supervisor and the employee at the beginning of each rating cycle. However, management

retains the right to determine the content of the performance plan. An employee may request a union steward or representative be present if the employee desires. Performance standards must be based on objective criteria and must define the level of acceptable performance which a competent employee can be expected to achieve.

SECTION 8. The employee's signature after the review of the performance appraisal indicates that the employee has reviewed the completed appraisal record and that it has been discussed with him/her. The employee's signature shall not be taken to mean that he/she agrees with all the information or that he/she forfeits any rights of review or appeal. The employee may make comments on the appraisal form or attach them on a separate page. Employees who are dissatisfied with the official performance rating assigned to them may initiate a grievance under the negotiated grievance procedure.

SECTION 9. An employee shall not be rated on a performance objective which has not previously been made known or which he or she has not had the opportunity to meet.

SECTION 10. Any changes in the official job description will be discussed by the supervisor with the employee. Changes will be reflected on the performance plan if they are key elements.

ARTICLE 16 - ACCEPTABLE LEVEL OF COMPETENCE DETERMINATION

SECTION 1. Acceptable level of competence determinations will be made only on the basis of job expectations established in accordance with Article 15 of this Agreement for the position. A determination that an employee is not performing at an acceptable level of competence will not be used in lieu of disciplinary action.

SECTION 2. Upon receipt of the appropriate form from the Civilian Personnel Office, the supervisor will review the work of the employee and take appropriate action in accordance with applicable laws and regulations.

SECTION 3. Supervisors must advise employee(s) of his/her shortcomings and give him/her an opportunity to improve. Supervisors shall assist employees in meeting performance standards.

SECTION 4. Supervisors must maintain a record of how and when the employee fails to meet performance standards. Such records shall be provided to the employee and/or his steward if requested by the employee.

SECTION 5. The decision to grant or withhold the within grade increase to an employee must be supported by the employee's most recent performance appraisal. If the most recent appraisal does not support the decision, the supervisor shall provide to the employee, in writing, at least 60 days before a final determination is made regarding a within grade increase, the following:

- a. An explanation of those aspects of performance which fall below an acceptable level.
- b. Advice as to what the employee must do to bring his/her performance up to an acceptable level.

c. A statement that his/her performance may not be determined as being at an acceptable level unless improvement to an acceptable level is shown.

d. A statement that he/she has a period of 60 days in which to bring his/her performance up to an acceptable level.

SECTION 6. If the employee's performance then improves to an acceptable level, the 60 days notice will be cancelled. If the employee's performance is not at an acceptable level of competence, the Employer will notify the employee in writing that the within grade increase will be withheld. The notice shall include reasons for the action and shall inform the employee of his/her right to request reconsideration and the time limits to do so. If the negative determination is sustained after reconsideration, the employee will be informed in writing of his/her right to file a grievance under the negotiated grievance procedure.

SECTION 7. If a grievance or reconsideration decision is in favor of the employee, the within grade increase shall be retroactive to the original effective date.

ARTICLE 17 - MERIT PROMOTION PROGRAM

SECTION 1. The Employer agrees that all promotion actions will continue to conform to the applicable provisions of the Federal Personnel Manual, the Department of the Army Merit Promotion Plan, and applicable provisions of law. The Union recognizes that the Employer must be guided by the objective of obtaining the best qualified person available.

SECTION 2. The Union recognizes that the Employer may fill vacancies by methods other than promotion, such as appointment, reinstatement, reassignment, and transfer. For those positions filled through merit promotion and internal placement programs, the minimum area of consideration will be as set forth in the Hawaii Merit Promotion and Placement Plan. Job vacancy announcements will normally be posted electronically on a publicly accessible web site for at least five workdays prior to the closing date of the announcement. Additionally, the Agency will notify employees in the organization of the job vacancy via email. Such announcements will be opened for 14 calendar days from the date of the announcement and will clearly state the minimum qualification requirements for the position, the procedures to be followed in filing, and other information as required by regulations. Employees who believe they meet minimum qualifications listed on a specific job vacancy announcement and who wish to be considered to fill the announced vacancy will be responsible for applying under the provisions of the relevant job vacancy announcement. Any employee on temporary duty, leave, extended training, or other temporary absence may request that a designated individual file applications in his behalf on the specific vacancy announcement for which the employee is qualified and interested.

SECTION 3. When a vacant position is to be filled in the Unit through merit promotion procedures, the Chief Steward or the steward assigned to represent the organizational grouping to which the position is assigned, upon request, will be permitted to review the referral list prior to selection. He may inquire of the Civilian Personnel Office the reason for presence or absence of candidates on the Referral and Selection Register. The review by the steward will not unduly delay any selection action.

SECTION 4. As an exception to competitive promotion procedures, an employee demoted without personal cause will be given priority consideration for vacancies within the initial area of consideration as provided for in local applicable regulations occurring in positions at his former grade, or any intervening grade, for which he is well qualified. Although employees are not guaranteed repromotion, they will ordinarily be repromoted when an appropriate vacancy occurs for which they have demonstrated that they are well qualified, unless there is a better qualified candidate available. Consideration of an employee eligible for repromotion under this section must precede efforts to fill a job vacancy by other means, including competitive promotion procedures, except when another individual has a statutory or regulatory right to be placed in or considered for the position. If the demoted Unit employee is not selected for a position vacancy within the bargaining unit, the selecting official will meet with the employee or his personal representative at the request of the employee and advise him of the criteria used in making this determination.

SECTION 5. Employees who are directed to perform the duties of a higher grade position for a limited period may be detailed or temporarily promoted as determined by the Employer. Temporary promotion maybe used when the employee is required to perform the duties of a position during the extended absence of the incumbent, to fill a vacant position until a permanent replacement is made, to assume responsibility for an increased workload for a limited period, or to participate in a special project which will last for a limited period. Temporary promotions can only be made to established positions. The following general guides will apply in determining the use of temporary promotions and details within the Unit:

- a. Details will be used for situations expected to last 30 days or less, as determined by the Employer. Such details shall be in writing to the employee from the supervisor directing the detail.
- b. When it is reasonably expected that a temporary assignment to a higher grade position will be more than 30 days, a temporary promotion will be used instead of the detail when the employee is otherwise qualified and eligible.
- c. Temporary promotions exceeding 120 days will be processed under appropriate competitive promotion procedures.
- d. Temporary promotions will be effective on the date specified by the appointing authority. The Employer will strive to avoid undue delay in processing temporary promotion actions. Employees temporarily promoted will be returned upon termination of promotion to the grade they held immediately prior to the temporary promotion and the salary rate authorized by regulations. Temporary promotions will not constitute the basis for priority consideration for

repromotion. Temporary promotion is not appropriate for training or evaluating an employee in the higher grade position, nor for absences for purposes of temporary duty assignment normal to the duties of the position.

SECTION 6. The Employer recognizes the basic principle that an employee should be assigned to duties of the position in which he is employed. However, to meet temporary requirements when necessary services cannot be obtained by other means, employees may be detailed to other duties or positions. If a detail is made for the purpose of training or evaluating a possible successor to a higher grade position which is or is about to become vacant, the Employer agrees that such detail shall be made in accordance with the Merit Promotion Program. Details for over 30 calendar days or longer will be effected by submission and appropriate processing of Standard Form 52. Upon their request, employees or their personal representatives may review such entries in their personnel folders.

SECTION 7. In connection with a grievance, an employee and/or his representative may receive upon request relevant and necessary information which has been used in the rating/ranking of the "highly qualified" candidates in assessing their qualification for promotion. The information provided will be screened by the Employer to protect the privacy of the employee(s) concerned. The parties agree that personal information such as names, addresses, telephone numbers, social security numbers, etc., will not be provided.

SECTION 8. The Union will have the right to review rating and ranking criteria and other documents to the extent permitted by regulations of appropriate authority which were used by the Employer in making merit promotions and placements. Changes in existing procedures will be referred to the Union for review and comments prior to implementation. Upon request, the Union will be given reasonable opportunity to meet and consult with the Employer regarding current or proposed changes to Merit Promotion procedures.

SECTION 9. The Employer agrees to document reasons for acceptance of applications after the closing date of an announcement, reappraisal of candidates, and to record facts regarding disputes over eligibility of candidates for consideration. This documentation shall be made available to the concerned employee or his personal representative upon request to the extent permitted by applicable regulations. Employee questions or complaints concerning the Merit Promotion and Internal Placement Program or a specific promotion action will be responded to promptly and with appropriate information and explanation to include the review of pertinent records. This shall apply to the managing official or other reasonable office to whom the question or complaint was raised. "Promptly" shall be considered as a reasonable period not to exceed 15 calendar days, unless for justifiable reasons this cannot be complied with; however, the employee shall be furnished the reasons. If the matter cannot be resolved on an informal basis, the employee may submit a grievance.

SECTION 10. Employees or their designated personal representatives will have the right to review supervisory or other written appraisals regarding their past and present work or conduct except those excluded by appropriate regulations. Performance appraisals will include a discussion with the concerned employee about his job requirements, performance, career potential, and whether action is needed to develop him for a higher grade position. These

appraisals, if recorded, shall be allowed to be reviewed by the employee. Each employee will be responsible for informing the Civilian Personnel Office of any qualifications duly acquired, such as additional education or experience that is not recorded in his official personnel folder. This may be accomplished on Standard Form 172, "Supplemental Experience and Qualification Statement."

SECTION 11. Upon receipt of a bonafide, timely, verbal, telephonic, or written notice from an employee concerned or his representative that a promotion action in progress within the bargaining unit which directly affects the employee does not conform to Office of Personnel Management regulations, agency regulations, or this Agreement, the Employer may elect to promptly investigate the facts and allegations. Before effecting the promotion action involved, the Employer may desire to make a determination that a violation did or did not occur, and if a violation did occur, take prompt action to rectify the error. In cases of promotion actions that have already been effected before the violation was discerned, the promotion may be invalidated. If the promotion is not invalidated, the employee who grieved the promotion action will be given priority consideration in competition with others entitled to the same consideration. This consideration is only for the next appropriate vacancy before candidates under new promotion or other nonmandatory placement actions are considered. This priority consideration is given only if the employee(s) was erroneously omitted from the best qualified group or the employee(s) was nonselected from the best qualified group and the individual selected should not have been in the best qualified group. An individual receiving priority consideration would ordinarily be selected, unless there are persuasive reasons for not doing so. These reasons shall be given to the employee(s) in writing if he is not selected under this priority consideration. An employee is entitled to only one consideration under this provision.

ARTICLE 18 - REDUCTION IN FORCE

SECTION 1. The Employer agrees that prior to the issuance of official notice to the employees involved in a reduction in force action, a Business Representative of the Union shall be notified of the number of employees and competitive levels to be affected, the date action is to be taken, and the reasons for the reduction in force. The Union Representative will be given the opportunity to ask questions regarding the actions to be taken.

SECTION 2. Where the employee elects to take demotion in lieu of separation in a reduction in force action, the employee must be qualified (subject to exceptions in applicable regulations) to perform the duties of the lesser-rated position.

SECTION 3. The Union Representative will be given the opportunity to view reduction in force documents that pertain directly to a Unit member when the Union is designated by the affected employee as his representative. Such examination of reduction in force documents will be conducted jointly with the employee, the Union, and an HR representative of management.

SECTION 4. All career and career-conditional employees occupying competitive positions who receive notices of change to lower grade or separation by reduction in force will be eligible for the following outplacement assistance programs:

- a. DOD Stability of Employment Program and Reemployment Priority List for consideration for Army and other DOD positions within the commuting area.
- b. Registration for consideration for Army or DOD positions on the mainland and/or in the Pacific area through the DOD Stability of Employment Program.
- c. Displaced Employee Program for priority certification or referral of displaced employees through the Office of Personnel Management.

SECTION 5. Employees who are placed in a lower grade as the result of a reduction in force or job reclassification are entitled to retain the grade and pay of the former position for two years from the date they are placed in the lower graded position in accordance with the provisions of 5 USC 5362, provided the employee possesses and maintains eligibility requirements outlined in the law. This feature may be applied in reductions in force only if the employee was in the higher grade for at least one year; and in reclassifications only if the former position was classified at the higher grade for at least one year.

SECTION 6. Appeals concerning separation, reduction in grade, or furlough for more than 30 days because of reduction in force must be made to MSPB, unless a prohibited personnel practice is alleged.

ARTICLE 19 - EMPLOYEE UTILIZATION

SECTION 1. The Employer agrees to stress to management officials and supervisors at all levels the prohibition against using their official position to influence employees to render services for their personal gain, either on or off duty.

SECTION 2. In the area of military-civilian staffing, the Employer agrees to notify the Union of all instances where any existing civilian position is to be filled by military personnel for more than 30 calendar days.

SECTION 3. The Employer agrees to consult with the Union when it is proposed to contract out services now being performed by members of the bargaining unit when such contracting out may result in a reduction in force action or the reassignment of a member of the bargaining unit.

SECTION 4. In the unlikely event management asks a non-key and essential (KE) employee to deploy in support of military exercises, the Employer will ask for volunteers among all available qualified employees. Non-key and essential employees shall reserve the right to refuse such tasks if it would cause an unreasonable personal hardship. Employees deployed in support of an exercise will receive travel pay and per diem as authorized in the Joint Federal Travel Regulation. Deployed employees will receive compensatory time or overtime as required when exceeding the hours of a normal work day.

ARTICLE 20 - TRAINING AND DEVELOPMENT

SECTION 1. The Employer and the Union recognize that the continuous development and

growth of all employees is desirable, and that the responsibility for training rests with the Employer and for self-development with the employee. It is agreed that all employees will be given equal opportunities to apply, through channels, for available job-related training and developmental experience which will aid them in improving performance in their assigned duties and in preparing themselves for future career opportunities. In this regard, training programs will be sufficiently publicized so that eligible and interested employees will know of their existence and the opportunity to participate in them.

SECTION 2. In the selection of candidates for training or developmental experience, the Employer will consider all employees whose knowledge, skill, attitudes, performance, and future career opportunities are likely to be improved by training and developmental experiences. The following factors shall be considered by the Employer in selecting employees for training:

- a. Employee's overall need for training.
- b. Employee's potential for advancement.
- c. The degree and type of benefits which will result from the employee's improved knowledge, skill, attitude, and performance.
- d. Employee's previous training record.
- e. Employee's own interest and effort to improve his work.

If training is given primarily to prepare employee for advancement and is required for promotion, selection for such training shall be in accordance with the Hawaii Merit Promotion and Placement Program.

SECTION 3. Whenever the Employer plans or establishes training programs to meet specific needs (e.g., Upward Mobility or Apprentice Training) within available resources, they will, be in written form and include courses and developmental experiences available to eligible employees. A written record will be maintained for each employee undergoing such training or developmental experience until completed or terminated.

SECTION 4. The Employer agrees to offer and administer tuition assistance under which eligible employees will, under conditions established by the Employer, receive tuition assistance for approved courses of instruction at accredited educational institutions. If both the course and employee's attendance are approved by the Employer, the Employer agrees to pay tuition and related costs for the following kinds of courses:

- a. Courses which will improve the employee's skill on the job. This includes courses designed to update employees in the technology of their trade or occupation.
- b. Courses which will prepare an employee selected by the Employer as eligible for positions for which a sufficient number of qualified candidates is not available. When such training may result in promotion, selections will be made in accordance with Department of the Army Merit

Placement and Promotion Program.

c. Any required or pertinent courses in a field related to the employee's job or appropriate to the logical development of his career.

ARTICLE 21 - DISCIPLINARY ACTIONS

SECTION 1. Disciplinary actions shall be initiated only for just cause.

SECTION 2. Prior to initiating a formal disciplinary action more severe than a letter of reprimand, supervisors and management officials will attempt to ascertain all pertinent facts concerning the case. A preliminary discussion will be held with the employee involved, except for unusual circumstances which render the discussion impracticable. When such a discussion takes place, the employee will be advised of known facts concerning the matter giving rise to the consideration of the disciplinary action. The employee will be given the opportunity to have a Union representative present if he so desires. The supervisor will then carefully consider the facts supporting the employee's position, whether or not the employee offers such facts in his own defense.

SECTION 3. Formal disciplinary action shall be initiated within a reasonable period of time after the offense has been committed or has been made known to the Employer. Upon request by the employee or his representative, the Employer will provide all available information that forms the basis for initiating the formal, disciplinary action to the extent permitted by regulations.

SECTION 4. Any derogatory or detrimental entries made about an employee in a memorandum for the file will be shown to and discussed with the concerned employee at the time such memorandums are made. Supervisors will review their files and memorandums for files at least annually or at any other time at the supervisor's discretion for the purpose of considering possible deletions of memorandums or files no longer considered valid or useful in effecting discipline. Supervisors are encouraged to conduct the review with the employee concerned.

SECTION 5. Reprimands shall not be retained in an employee's official personnel folder longer than the amount of time set by the deciding official or three (3) years, whichever comes first. After one (1) year, an employee can request the reprimand be removed from his OPF. If the employee has demonstrated signs of rehabilitation and no further similar infractions have occurred, the reprimand will more likely than not be removed. Supervisors are encouraged to review an employee's disciplinary record at any time, but no less than annually, to consider the possible removal of reprimands no longer considered valid or useful in effecting constructive discipline.

ARTICLE 22 - GRIEVANCE PROCEDURE

SECTION 1. This Article provides for an orderly means of presentation, consideration, and resolution of grievances. This grievance procedure is intended to provide the means of resolving grievances at the lowest possible level. The Union and the Employer agree to work toward this

end.

SECTION 2. This is the sole procedure to be used to resolve grievances, as defined in Section 3, except that employees who wish to process grievances on matters covered by this procedure without intervention by the Union may do so provided:

- a. The grievant acts as his/her own representative;
- b. The adjustment of the grievance is not inconsistent with the terms of this Agreement; and
- c. The Union is given the opportunity to be present at the adjustment, including all formal meetings held in connection with the grievance, and the Union is provided a copy of the written decision if one is made.

SECTION 3. A grievance covered by this procedure is any dissatisfaction over matters within the administrative discretion of the Employer which are properly grievable.

a. Specifically covered are matters which:

(1) Concern interpretation or application of this Agreement;

(2) Concern interpretation or application of agency regulations and personnel policies and practices that affect local working conditions, except that a grievance may not be submitted over matters excluded by law.

b. Specifically excluded from this, procedure are:

(1) Any claimed violation of Subchapter III of Chapter 73 of Title 5 United States Code;

(2) Matters concerning retirement, life insurance, or health insurance;

(3) A suspension or removal under Section 7532 of Title 5 United States Code;

(4) Any examination, certification, or appointment;

(5) Any classification of any position which does not result in the reduction in grade or pay of an employee;

(6) The merit of the removal of an employee during the probationary period;

(7) Management's right to determine job expectations and identify critical elements. The procedures followed in exercising this right, as defined by regulation and this Agreement, may be grieved, however;

(8) Non-selection from a properly constituted selection list;

(9) Separation, reduction, in grade, or furlough for more than 30 days because of reduction in force, unless a prohibited personnel practice is alleged.

SECTION 4. Disputes regarding interpretation and application of this Agreement may be processed by either the Union or the Employer through this procedure. However, discussion at Step 1 shall be conducted at the level which made the interpretation or application in question. Requests for the Step 1 discussion by the Union will be made through the Civilian Personnel Officer. Requests for Step 1 discussion by the Employer will be initiated by the Civilian Personnel Officer and will be made through the Business Representative of the Union.

SECTION 5. The Union retains the option to choose not to pursue a grievance if the Union considers the grievance to be invalid, without merit, or not covered by this grievance procedure. Disagreements between the Employer and Union on whether or not a grievance is subject to this negotiated grievance procedure or to arbitration under this Agreement shall be referred to arbitration in accordance with Article 23.

SECTION 6. It is agreed that should an employee or a group of employees in the Unit, the Union, or the Employer initiate a grievance or complaint which questions the interpretation of published policies or regulations of higher authority, the following procedures will apply:

- a. Questions of interpretation of published policies or regulations of the U.S. Army shall be referred to the Department of the Army. Questions of interpretation of DOD or higher authority regulations will be referred through command channels to the Assistant Secretary of Defense for Manpower and Reserve Affairs who will be requested to either render or, in coordination with the Department of the Army and the National Headquarters of the IBEW, obtain an interpretation from the appropriate authority.
- b. The parties will prepare their positions within seven calendar days concerning the interpretation of published policies or regulations. The position papers of both parties will be forwarded by the Employer to either the Department of the Army or the Assistant Secretary of Defense for Manpower and Reserve Affairs in accordance with paragraph 6a, above. A copy of the forwarding letter will be sent to the Union.
- c. Beginning the day after the date of the forwarding letter, the parties agree to wait 45 calendar-days for the interpretation to be returned by the appropriate authority to the Employer. During this period, the processing of the grievance will continue up to and including a request for arbitration, if any.
- d. If the interpretation has not been received by the Employer at the time the Union requests arbitration, the parties agree to wait an additional 15 days in order to receive the requested interpretation.
- e. When the interpretation is received, either party may introduce such interpretation at an arbitration hearing and the interpretation shall be considered by the arbitrator.

SECTION 7. The following is the formal procedure to be utilized when an employee elects to

seek resolution of a grievance.

- a. In presenting a grievance, the grievant will explain what it is he believes to be the cause of his dissatisfaction. The grievant will support allegations with whatever evidence he has available. Presentation of a grievance will include request for some specific remedial action directly affecting the grievant which is proper and related to the issues of the grievance.
- b. The time limits provided within this Article may be extended by mutual agreement prior to the end of the prescribed time limit. Failure of the Employer to observe prescribed time limits without just cause shall automatically move the grievance to the next step. Failure of the employee(s) or the Union to observe time limits without just cause shall constitute withdrawal of the grievance.

Step 1. Within 14 calendar days after the employee become aware of the matter giving rise to the grievance the affected employee and, if the employee so elects, his assigned Steward or other Union representative in the absence of the Steward shall discuss the matter with the employee's appropriate supervisor, advising the supervisor that the discussion is the first step of a grievance under the negotiated grievance procedure. The supervisor shall promptly conduct an investigation of the matter. In the event the grievance is not within the authority of the appropriate supervisor to resolve, the appropriate supervisor will, as soon as practicable or in no event later than seven calendar days, arrange through appropriate management channels an appointment with the management official who has authority to resolve the grievance. Within seven calendar days after the grievance has been presented to the appropriate supervisor or management official, the supervisor shall render his decision orally to the employee(s) and his assigned Steward, briefly summarizing the grievance, the consideration accorded it, the conclusions reached, and the course of action which has been decided upon.

Step 2. When satisfactory settlement is not reached within 14 calendar days after receipt of the Step 1 decision, the employee(s) and the Steward must present the grievance in writing on the form provided in Appendix I through the Civilian Personnel Officer to the appropriate official reporting directly to the Commander. Within ten calendar days of receipt by the Step 2 Official, designated representatives of this official, and a Civilian Personnel Officer or a command designated representative, shall meet and discuss the grievance with the employee and the Chief Steward and/or Business Representative. Under normal circumstances, management will seek participation from the Civilian Personnel Advisory Center as management's designated representative. Within ten calendar days of the discussion, the Step 2 Official's written decision will be provided to the grievant and the Union. At any time during Step 2, the parties may agree to use alternative means to resolve the dispute.

Step 3. If the Step 2 Official's decision is not acceptable to the grievant, the Union may submit the grievance to arbitration through the Commander. Arbitration can be invoked only by the Union or the Employer in accordance with Article 23 of this Agreement. The submission to arbitration must be made within 14 calendar days after the Union's receipt of the Step 2 decision. The Commander or his designated representative will attempt to resolve the grievance. If he cannot resolve the grievance in a manner acceptable to the grievant and the Union within ten calendar days of receipt of the case, the grievance will move on to arbitration. In cases where the

grievant is not represented by the Union, the Commander or his designated representative shall render a final decision regarding the matter within 14 calendar days.

SECTION 8. At Step 2 of the grievance procedure, consideration will be given only to those issues which were specified in writing on the grievance form. Any alteration of these issues shall remand the grievance to Step 1. The Union shall be permitted to call relevant employee witnesses who shall suffer no loss of regular pay for so serving; the Step 2 Official may call witnesses, observers, or management representatives as deemed necessary to develop pertinent facts regarding the grievance. The Step 2 Official will, upon request, make records available (unless prohibited from doing so by law or regulations) for the purpose of substantiating the contentions or claims of the parties.

SECTION 9. Employees in duty status may use reasonable amounts of official, time without charge to leave or loss of pay for such purposes as securing advice on rights and privileges under Government regulations, and for obtaining such other information or assistance pertaining to the grievance as can be obtained only during the normal working hours of the installation. This may include reasonable amounts of time for the preparation of documents necessary for presentation of the grievance at Step 2. Management reserves the right to determine the total amount and specific hours of official time which will be approved as "reasonable" under this section. Union disputes concerning the management determination of reasonable time may be pursued under the provisions of this Article.

SECTION 10. If the grievant(s) resigns, dies, or is separated other than for removal for cause by an action before a final decision is reached on a grievance being processed and no compensation issue is involved, action will be stopped with the concurrence of the Union, and all interested parties will be notified of the conditions under which the case is being closed without decision. A copy of this notification will be made a part of the case record.

SECTION 11. It is agreed that when a grievance is settled at any step or withdrawn, it will be settled or withdrawn in its entirety and no further action shall be taken regarding the grievance.

SECTION 12.

a. Grievances based on disciplinary actions processed under this Article shall be submitted at Step 2 of this procedure. In that case, the employee's request will be in writing, but need not be on the form at Appendix I. It will be addressed to the appropriate Step 2 Official, through the Civilian Personnel Officer, to assure proper attention and necessary discussion are completed within the allotted ten calendar days.

b. Grievances based on removal for cause shall be submitted at that step in the grievance procedure which will provide for the deciding official to be at a higher organization level than the official responsible for the action being grieved. The grievance may be submitted at Step 3 if the action being grieved was directed by the Commander. In that event, either party may request a special meeting to discuss relevant and substantive information which may not have been previously considered. Such a meeting will be held within seven calendar days of request and will include the Commander or his designated representative, the grievant and his representative,

if any, and others mutually agreed to by the parties. Within seven calendar days after the meeting, the Commander shall render his decision to either grant the requested relief or proceed to arbitration.

ARTICLE 23 - ARBITRATION

SECTION 1. Arbitration may be invoked in order to assist in the resolution of a grievance processed in accordance with Article 22 of this Agreement. Such grievances may be submitted for arbitration only by the Employer or the Union. An Arbitrator's decision shall limit itself to only such matters and issues as are properly grievable in accordance with Article 22.

SECTION 2. Within ten workdays from the date of receipt of a request for arbitration, the parties shall meet for the purpose of agreeing on the selection of an Arbitrator. If agreement cannot be reached within five workdays, the parties may submit a request to the Federal Mediation and Conciliation Service to furnish a list of five individuals within the State of Hawaii who are qualified to act as Arbitrators. The parties shall meet within five workdays after receipt of such list. If the parties cannot mutually agree upon one of the listed Arbitrators, the Employer and the Union will each strike one Arbitrator's name from the list of five and repeat this procedure. A flip of the coin will decide which party shall initially strike the first name from the list. The remaining name shall be the duly-selected Arbitrator.

SECTION 3. The fee and expenses of the Arbitrator shall be borne equally by the Employer and the Union, provided such fee and expenses do not exceed the maximum authorized under Department of the Army regulations. Any necessary per diem and travel expenses which are payable will be paid at the maximum rate authorized by the Standardized Government Travel Regulations. It is understood that, as a general rule, Arbitrators take their own notes and do not require a stenographic or other record of the proceedings. However, should the Arbitrator require an electronic recording, the Employer shall provide the necessary equipment therefore. The parties also agree to equally share the expenses of any services mutually agreed upon by the parties in connection with the arbitration proceedings. If either party to the arbitration desires a stenographic or permanent record of the proceedings, it is to be at the requesting party's own expense.

SECTION 4. The arbitration hearing shall normally be held during the regular duty hours of the normal basic workweek. Employees who are required to participate in the hearing shall be excused from duty without loss of pay or charge to leave.

SECTION 5. The Arbitrator will be requested to render his decision to the Employer and the Union in writing not later than 30 calendar days after the conclusion of the hearing, unless the parties agree otherwise. The Arbitrator's award will include a statement showing the basis for his decision. The Arbitrator's decision shall be binding upon the parties, except that either party may file exceptions to the award with the Federal Labor Relations Authority under regulations prescribed by the Authority.

SECTION 6. In arbitrating a grievance, the Arbitrator may not add to, subtract from, or modify the terms of this Agreement. No grievance will be submitted to arbitration where the

implementation of any Arbitrator's award favorable to the Union or the employee would be unenforceable by virtue of a violation of law or governing regulations.

SECTION 7. Prior to submitting a grievance to arbitration, the parties shall meet and develop a submission agreement (which may include joint stipulation of facts) in which the Union and the Employer agree upon the precise issue to be decided. If agreement is not possible, each party must state, in writing, the issue as he sees it. Each party will then submit his statement separately to the Arbitrator and provide a copy to the other party.

SECTION 8. It is agreed that all time limits prescribed in this Article may be extended by mutual consent of the parties.

ARTICLE 24 - SAFETY AND HEALTH

SECTION 1. The Employer shall continue to make reasonable effort to provide and maintain safe working conditions. Supervisors will take prompt action to correct unsafe activity or unsafe conditions reported to or observed by them if corrective action is within their authority or capability. When they cannot correct an unsafe condition, supervisors will promptly notify appropriate authority. The Union will cooperate to that end by requiring its members to comply with all DOD and U.S. Army safety and health standards; to comply with U.S. Army Garrison, Hawaii safety policies and directives; to use personal protective clothing and equipment as directed and provided by the Employer; and to immediately report injuries, illnesses, and/or unsafe conditions to their supervisor.

SECTION 2. Employees are encouraged to consult with the Employer to express their observations concerning the safety of work places and to make recommendations to assist in the correction of hazards to safety and health.

SECTION 3. The Employer will take appropriate action to secure emergency treatment for an employee during duty hours for non-job related injuries or illnesses if the employee's condition is such that he cannot arrange for treatment for himself. If the employee is compelled to leave his place of assignment and has no transportation or is unable to drive, the Employer shall arrange (but not pay for) transportation for the employee to reach his abode or to a medical facility for treatment. Transportation may be provided by utilizing government, public, or private transportation. Determination of the appropriate means of transportation rests with the Employer.

SECTION 4. The Employer agrees to inform the respective steward or alternate of all lost time accidents which occur involving employees of the Unit.

SECTION 5. Employer-provided equipment will be tested and/or inspected periodically and provided to the employee in a safe working condition. The employee shall inform the supervisor if equipment becomes unsafe during use.

SECTION 6. The Union joins the Employer in support of the Employer's program for Alcohol and Drug Abuse, available to civilian employees. A wholly voluntary and confidential program, the Union agrees to encourage its use by employees whenever circumstances indicate the possibility of assistance. The Employer agrees to offer training regarding the Army Alcohol and Drug Abuse Program to Union representatives.

ARTICLE 25 - PARTICIPATION IN WAGE SURVEYS

SECTION 1. The Employer shall notify the Union as soon as possible when information is received that an official wage survey has been directed or authorized.

SECTION 2. Reasonable time off during work hours will be authorized without loss of pay or benefits to permit the chief stewards of the Union to appear before the Area Wage Survey Committee for the purpose of making presentations in behalf of employees in the Unit.

SECTION 3. The Employer agrees to allow maximum Union participation in the wage surveys to the extent provided by Office of Personnel Management, Department of Defense, and Department of the Army regulations.

ARTICLE 26 - PUBLICITY AND FACILITIES

SECTION 1. The Employer agrees that posting and distribution of Union material will be permitted under the following conditions:

- a. Posting. Reasonable space will be provided on official bulletin boards in appropriate work areas for the display of Union literature and materials. Notices placed on official bulletin boards shall contain a reasonable date for removal -- normally 20 to 30 days -- after which time the Union agrees to remove such notices.
- b. Distribution. Distribution of Union literature will be permitted in nonrestricted work areas. It is understood that the Employer's facilities or materials will not be used by the Union for preparation, duplication, or distribution of Union literature or material.

SECTION 2. The Union will be considered responsible for the contents of all literature posted or distributed by its representatives, and such posting, distribution, or removal, when accomplished by a member of the Unit, shall be done during his non-duty time. Any literature posted or distributed must be restricted to matters of direct concern to employees covered by this Agreement, and must contain nothing that would imply the material has been sponsored or endorsed by the Employer. The Union agrees that any literature posted or distributed cannot:

- a. Contain scurrilous or libelous material; or
- b. Violate any law, applicable provisions of this Agreement, or the security of the Employer.

Violations of this provision may be grounds for revocation of these privileges.

ARTICLE 27 - CIVIC RESPONSIBILITIES

SECTION 1. In the event a career or career-conditional employee is subpoenaed for jury duty or as a witness for the Federal Government or a State or Local Government, the Employer will pay him at his basic rate for the time (not to exceed eight hours per day) necessarily lost from his normal work schedule for such purposes, provided the employee presents the court order, subpoena, or summons, if one is issued, to his supervisor as far in advance as possible. These provisions do not include administrative proceedings but extend only to judicial proceedings. An employee is entitled to court leave for witness service only if "summoned" by the court or authority responsible for the conduct of the proceeding. The employee is not entitled to leave if he merely volunteers. Court leave is available to an employee to serve as a witness on behalf of the Federal, State, or Municipal government, or as a witness on behalf of a private party when the Federal, State, or Municipal government is a party to the proceeding in accordance with applicable regulations. Upon return to duty, written evidence of the employee's attendance at

court is required showing the dates and hours of the service. If the employee is excused or released by the court for any day or a substantial portion of a day, he is expected to return to duty provided return would not cause the employee hardship because of the distance from home, duty station, and the court. Decision will be made, depending upon the circumstances of each case, by the supervisor. Failure to return to duty as provided above may result in a charge to annual leave, leave without pay, or absence without leave.

SECTION 2. Employees scheduled to work on National or State election days and who are eligible to vote in such an election may be excused without charge to leave or loss of pay as follows: Employees may be excused a reasonable of time if their scheduled tour of duty would otherwise prevent them from exercising their right to vote. Employees on flexible work schedules will be excused only for those hours which cannot be accommodated by their flexible schedules. Employees voting by absentee ballot will be allowed sufficient time to have their ballots notarized.

a. Employee's request will be made as far in advance of election day as possible and will be directed to the appropriate supervisor.

b. No excused absence will be granted for voting or registration if the employee is on annual leave or sick leave for all of that day which is specified as a voting or registration day.

ARTICLE 28 - GENERAL PROVISIONS

SECTION 1. The Employer and the Union encourage all employees in the Unit to participate in the Suggestion Program. It is the desire of the Employer and the Union that all beneficial suggestions and cost reduction ideas be processed in a timely and expeditious manner.

SECTION 2. The Employer agrees that upon request by an employee, supervisors will initiate action to permit the employee the opportunity to discuss a decision concerning the approval or disapproval of the employee's suggestion. At such a discussion, the employee may present additional information, and if facts warrant favorable consideration to the employee, positive action will be taken by appropriate management officials to satisfy the employee if within the discretion of the Employer. The employee may be accompanied by his or her Union steward during the discussion.

SECTION 3. The Union recognizes that the granting of Incentive Awards to employees is within the sole discretion of the Employer. However, if the employee questions the Employer's action or failure to act in considering the employee for a particular award, the employee will be given an opportunity to confer with appropriate management officials to present his or her views and additional facts, if any. The employee may be accompanied by her or his assigned steward at such a discussion, if the employee so desires. The Employer further agrees that if facts brought out during the discussion or immediately thereafter warrant favorable consideration to the employee, positive action will be taken to satisfy the employee if within the discretion of the Employer.

SECTION 4. The Employer agrees that employees, assigned to responsibilities for securing

office facilities and taking fire prevention measures will be allowed sufficient time during duty hours at the end of the workday to accomplish those responsibilities.

SECTION 5. The Employer agrees that each newly assigned employee in the Unit shall be informed of the Union's status as exclusive representative, and provided a copy of the collective bargaining agreement during that employee's orientation.

SECTION 6. Upon request by the Union, the Employer agrees to furnish the Union with a listing showing the names, grades, job titles, work locations, and office telephone numbers of all employees in the Unit. The employer shall not be requested to furnish an updated listing sooner than six months of last submission to the Union.

SECTION 7. It shall be the firm policy of the Employer and the Union to assure that the provisions of this Agreement are applied equitably to all employees in the Unit without regard to race, color, religion, national origin, sex, or age. The Employer and the Union both support affirmative Equal Employment Opportunity (EEO) action as set forth in the local EEO Plan of Action. Union support will include active participation in the development of the EEO Plan of Action by written input at the time of each new Plan's preparation.

SECTION 8. The Employer, and the Union realize that not infrequently after an agreement similar in part to this Agreement has been executed, one party hereto will contend that the other party has at some time during the term of the Agreement orally agreed to amend, modify, change, alter, or waive one or more provisions of the Agreement, or that by action or inaction of such party, the Agreement has been amended, modified, changed, or altered in some respect. With this realization in mind, and in order to prevent such contention being made by either party hereto, insofar as this Agreement is concerned, the parties have agreed and do hereby agree that no provisions or terms of the Agreement may be amended, modified, altered, or waived except by a written document executed by the parties hereto.

SECTION 9. In order to assure the Union's availability to local policies and regulations governing Civilian Personnel Administration, the Employer agrees to include the Union in its initial distribution and changes thereto of such issuances by the Employer and applicable higher authorities.

SECTION 10. The Employer agrees to publish and furnish .copies of this Agreement to all Unit employees and to Union officials who are responsible for administering the Agreement.

ARTICLE 29 - VOLUNTARY ALLOTMENT OF DUES

SECTION 1. The Employer agrees that payroll deductions for the payment of Union dues shall be made from pay of employees who voluntarily request such dues deduction and who are bonafide members in good standing of the Union. In implementing the dues deduction program, the Employer and the Union shall be governed by provisions of this Article, applicable regulations, and Department of the Army directives.

SECTION 2. Any employee desiring to have his Union dues deducted from his pay may, at any

time, complete and sign Section B of Standard Form 1187, "Request for Payroll Deductions for Labor Organization Dues." Section A of the form shall be completed and certified by the Business Manager/Financial Secretary of the Union, or his designee, who shall forward or deliver it to the Civilian Pay Section, Defense Accounting Office Fort Shafter, hereinafter referred to as the "Agency." The form must be received by the Agency not later than Wednesday preceding the beginning date of the pay period during which the initial deduction is to be made.

SECTION 3. The Employer agrees to deduct dues in accordance with the Union's existing schedule of dues, which is the regular, periodic amount required for the member to maintain good standing in the Union. Deductions shall be made each biweekly pay period from the pay of an employee who has voluntarily requested such allotment for dues. The amount to be deducted each biweekly pay period shall be furnished by the Union's Business Manager/Financial Secretary, or his designee, under Section A of Standard Form 1187. It is understood that no deduction for dues will be made by the Agency in any period for which the employee's net earnings after other deductions are insufficient to cover the full amount of the allotment of dues.

SECTION 4. The total dues withheld each pay period shall be transmitted by the Agency to the Business Manager/Financial Secretary, by check, not later than ten working days after the close of each pay period. With each check, the Agency agrees to provide the Union a list reflecting the installation, labor organization, pay period dates, employee names and amounts deducted, total amount collected for the pay period, total amount withheld and reason for any withholding, and the net amount remitted. Administrative errors in remittance checks will be corrected and adjusted in the next remittance check issued to the Union.

SECTION 5. An employee who has authorized the withholding of Union dues may request revocation of such authorization at any time by completing and submitting Standard Form 1188, "Cancellation of Payroll Deduction for Labor Organization Dues," which will be furnished by the Employer. Upon receipt of a revocation form or a request properly completed and signed by the employee, the Agency will discontinue the withholding of dues from the employee's pay effective the first full pay period for which a deduction would otherwise be made beginning a) after the first anniversary date of initial dues withholding or b) after September 1 annually, provided the withholding has been in effect for at least one year. The Agency shall promptly notify the Union in writing of all such revocations received.

SECTION 6. All deductions of Union dues provided for in this Article shall be automatically terminated in the event of loss of exclusive recognition by the Union; when an employee leaves, the Unit as a result of resignation, retirement, transfer, or other separation from the rolls of the Employer, reassignment or promotion, or other personnel action which places the employee outside the Unit; when the dues withholding agreement is suspended or terminated, by appropriate authority outside DOD; or when the employee has been suspended or expelled from the Union, in which case the Union shall give written notification to the Agency within ten workdays after the employee is no longer a member in good' standing.

SECTION 7. The Union shall be responsible for insuring that Standard Form 1187 is purchased and made available to its members and shall insure that the forms are properly completed and

certified before transmitting them to the Agency. The Union recognizes its responsibility for seeing that its members are fully informed and educated concerning the program for payroll deductions of Union dues, its voluntary nature, and the use and availability of the required forms.

SECTION 8. A change in the amount of an allotment for the payment of dues to the Union may not be made more frequently than three times each calendar year for Qualifying Life Events without management's consent. Such changes shall not require submission of new Standard Forms 1187 but by written notification indicating the change(s) and effective date of the change.

SECTION 9. The Union shall furnish the Agency at the earliest practicable date the name(s) and signature(s) of its representatives who are designated to certify Section A of the Standard Form 1187, the amount of dues to be withheld, and instructions for preparation and mailing remittance checks. The Union shall be responsible for giving the Agency prompt written notification of any changes in designations.

ARTICLE 30 - DURATION OF AGREEMENT

SECTION 1. This agreement shall become effective upon signature by both parties and postaudit approval by the head of the Agency or his designated representative. Should the postaudit reveal any violation of applicable law, rule, or regulation, the Employer will notify the Union of the violation and the two parties will take appropriate actions to resolve the matters. If the head of the Agency does not approve or disapprove the Agreement within the 30 day period, the Agreement shall take effect and shall be binding on the parties hereto. This Agreement shall remain in full force and effect for three years from the date of postaudit approval, and extended from year to year thereafter, unless either party shall notify the other party, in writing, no more than 105 days nor less than 60 days prior to the termination of the initial three year period, of that party's desire to terminate or renegotiate this Agreement.

SECTION 2. In the event either party provides notice to terminate or renegotiate this Agreement in accordance with Section 1 of this Article, the parties agree to exchange proposals and to negotiate ground rules within 30 calendar days of the notice. The parties agree to commence negotiations of a new agreement within 14 calendar days after exchange of proposals and agreement on ground rules. This Agreement will remain in full force and effect until negotiation of the new Agreement is completed and the postaudit approval is completed.

SECTION 3. Either party to this Agreement may re-open negotiations at the first and second anniversaries of the effective date of this Agreement. Within the 30 calendar day period preceding the first anniversary of this contract, either party may serve written notice on the other of its desire to open for renegotiation an article of the existing Agreement. The party thus put on notice may in turn specify one article for renegotiation and the parties agree to meet within 30 days thereafter for the purpose of renegotiating the article or articles so specified. If either party does not specify an article for renegotiation at the first anniversary of the effective date of this Agreement, the right to re-open negotiations will be forfeited and will not serve to increase the number of articles that may be specified for renegotiation at that second anniversary of this contract.

SECTION 4. Within the 30 calendar day period preceding the second anniversary of the

effective day of this Agreement, either party may serve written notice on the other of its desire to open for renegotiation as many as two articles of the existing Agreement. The party thus put on notice may in turn specify as many as two articles for renegotiation and the parties agree to meet within 30 days thereafter for the purpose of renegotiating the article or articles so specified.

GRIEVANCE FORM

THRU: Civilian Personnel Officer

DATE: _____

U.S. Army Civilian Personnel Office, Hawaii

TO: _____ U.S. Army Information Systems Command,
SI6th Signal Brigade, 30th Signal Battalion

- 1. Grievant's Name: _____
- 2. Job Title and Grade: _____
- 3. Work Section: _____
- 4. Date Submitted at 1st Step: _____
- 5. Date Grievance Occurred: _____
- 6. Date of 1st Step Reply: _____

NATURE OF GRIEVANCE

On the date indicated above, a grievance occurred which I presented to my supervisor. His reply was not satisfactory to me and I, therefore, irrevocably elect to pursue my grievance through Step 2 of the Negotiated Grievance Procedure. The specific violation(s) (is) (are): _____

FACTS SURROUNDING MY GRIEVANCE ARE (use additional sheets as needed):

CORRECTIVE ACTION DESIRED: _____

Signature of Grievant: _____

Signature of Steward: _____

APPENDIX I

SUPERVISOR' S STATEMENT

This is to certify that on _____ the grievant and his/her assigned Steward
(date)
discussed the grievance described on the reverse side with me. I received this grievance form on
_____. I was not able to resolve the grievance for the following reason(s) (use
additional sheets as required):

DATE COPY FURNISHED TO GRIEVANT: _____

DATE COPY FURNISHED TO STEWARD: _____

SUPERVISOR' S SIGNATURE: _____

TITLE: _____

APPENDIX II

This Agreement shall take effect on the date of postaudit approval, or if no action is taken by the approval authority, on the 30th day following the date of execution of the parties thereto. The date of execution is the latest date signed by any of the parties thereto.

FOR THE UNION:

FOR THE EMPLOYER:

Chief Negotiator

Chief Negotiator

UNDER AUTHORITY DELEGATED BY THE
DEPARTMENT OF THE ARMY:

(date)

Approved by the Department of Defense on _____